

INTERLOCAL AGREEMENT INTERAGENCY NARCOTICS ENFORCEMENT TEAM

1. INTRODUCTION

This Agreement is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington by and among the undersigned Washington counties, cities, towns, and state agency (the "Parties"). No new or separate legal or administrative entity is created by this Agreement.

2. RECITALS

The purpose of this Agreement is to define the goals of the Parties, commonly known as the Interagency Narcotics Enforcement Team (INET), to wit:

- a. To detect and apprehend illegal drug manufacturers and traffickers;
- b. To gather and disseminate, to the fullest extent permitted by law, information related to illegal drug activity; and
- c. To enhance and maintain cooperative efforts among the county's criminal justice agencies in the areas of illegal drug control, gang activity, criminal enterprises and Drug Trafficking Organizations.

3. AGREEMENT

In consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

3.1 Parent Agency

The "parent agency" shall be the Grant County Sheriff's Office ("GCSO"); PROVIDED THAT: In the event the GCSO declines to serve as the parent agency and conveys management responsibility to another Party, and such Party agrees to become the designated parent agency. The parent agency shall have management responsibility for INET.

3.2 INET Administrative Board

The INET unit created pursuant to this Agreement shall have oversight from an INET Administrative Board. The INET Administrative Board shall be composed of:

- a. The Grant County Sheriff and/or their designee, who shall be its chair (if GCSO is not the parent agency, then the chief law enforcement officer of the parent agency or their designee shall be the chair); and
- b. The chief law enforcement officer and/or their designee of each Party providing personnel on a permanent basis to the INET.

The INET Administrative Board shall meet no less than once each calendar quarter. Additional meetings may be called by the chair or upon the request from any Party to the chair. In matters submitted to the INET Administrative Board for a vote, each Party will have one vote, as per WA RCW 39.34.030 (Joint Powers). Therefore, a quorum for the

INET Administrative Board shall consist of a simple majority of voting Parties.

The INET Administrative Board shall adopt an INET policy and procedure manual and adopt amendments to the INET policy and procedure manual as they deem necessary. If there are any conflicts between this Agreement and the INET policy and procedure manual, then this Agreement shall control.

3.3 *INET Management*

The parent agency will be responsible for providing management and supervision of the INET personnel and operations. Such supervision will consist of at least an INET Project Commander (Chief Deputy or similar rank) and an INET Unit Supervisor of the rank of Sergeant or higher, with both selected by the parent agency from the personnel of the parent agency. Under the direction of the parent agency,

The Project Commander will:

- a. Be accountable for the planning and management of operational activities; and
- b. Be responsible for budget or grant preparation, request control and reporting.

The Unit Supervisor will:

- a. Direct the day-to-day activities of INET including, but not limited to:
 - (i) Assignment of investigations and other tasks to unit personnel;
 - (ii) Scheduling of personnel for INET activities;
 - (iii) Review and approval of investigative reports;
 - (iv) Supervision of personnel; and
 - (v) Coordinate the INET liaison with other law enforcement agencies.
- b. Be the principal liaison between the task force and the assigned Prosecutor(s) in the Prosecuting Attorney's Office concerning screening and presentation of cases.

3.4 *INET Personnel*

Personnel must be certified law enforcement officers and assigned by their respective agencies to INET. Support personnel and civilians shall meet the hiring standards of the Grant County Civil Service Commission.

3.5 *INET Evidence Handling*

Evidence seized by INET will be the responsibility of the parent agency. Evidence handling, storage and disposal will be as follows:

- a. All evidence will be maintained by the parent agency.
- b. Evidence seized by INET personnel shall be maintained by the seizing detective or INET supervisor. Such evidence shall be packaged, marked and delivered to the parent agency's Evidence Room, or temporary

evidence locker at the INET Office, by the end of shift. If the temporary evidence storage locker at the INET Office is utilized, the evidence shall be entered into the parent agency's Evidence Room the following business day.

- c. Seizures of narcotics in excess of one half kilogram will be handled by two detectives and will be delivered to the parent agency's Evidence Room as soon as possible after the seizure and prior to the end of shift.
- d. All evidence shall be packaged, sealed and marked with the case number, date of seizure, weight of product, and initialed by the seizing detective prior to entering the evidence into the Evidence Room.
- e. Evidence seized as a result of a methamphetamine lab shall be handled according to Department of Ecology requirements.
- f. Any money found and/or seized shall immediately be called to the attention of the Unit Supervisor. The monies shall be counted by the seizing Detective and verified by the Unit Supervisor. Money seized shall be packaged as evidence, with the amount listed on the outside of the package and appropriate parent agency money accounting form completed.
- g. All vehicles seized will be inventoried for personal property. The contents of the vehicle will be inventoried at the time of seizure or if a search warrant is to be served after the search is completed.

3.6 *INET Property Forfeiture*

- a. When property, both real and personal, is seized for forfeiture in a case that arose from a joint investigation or arrest by INET, the Unit Supervisor will be responsible for the transfer of such property, document preparation, and records keeping functions associated with such forfeiture.
- b. Whenever property, both real and personal, is seized or forfeited, it shall be disposed of in accordance with the provisions of RCW 69.50.505 and Byrne Grant requirements. The parent agency shall remit to the State of Washington the required ten percent (10%) assessment of all seizures (January of each year). Unless otherwise agreed upon in writing by the Parties, the remaining ninety percent (90%) shall be deposited to the INET 109 Drug Fund Account maintained by the parent agency and/or disposed of in accordance with Federal or State law.
- c. Any disagreement pertaining to a decision of the parent agency pursuant to these provisions for transfer of seized or forfeited property shall be settled by arbitration, pursuant to the provisions of chapter 7.04 RCW.
- d. The audit of forfeiture records will be performed in accordance with the policy and procedure set forth by the parent agency, at the discretion or request of any Party.

3.7 *Participation in INET*

- a. Parties will furnish the following resources:
 - i. The parent agency shall provide overall supervision to include a Division Commander (Special Operations), full-time Sergeant, full-time detective and support services. The parent agency contributes funds for support and services.
 - ii. Each of the other Parties shall provide a full-time detective from their agency. A Party may provide additional law enforcement officers if approved by the parent agency.
- b. Law enforcement officers of Parties assigned to INET will report their general activity to their respective departments as that Party department may require, INET has a policy and procedure manual for working narcotics which all Parties are issued and sign for. By a Party assigning a law enforcement officer to INET, the assigned law enforcement officer agrees to abide by the INET policy and procedure manual. Each assigned law enforcement officer is bound by their individual department policies and procedures in other areas. If there are any conflicts between the INET policy and procedure manual and the assigned law enforcement officer's department policies and procedures, then the officer's department policies and procedures shall control.
- c. The INET Unit Supervisor will not allow overtime wage obligations to be generated by officers assigned to INET without the prior approval of the head of that officer's department or other supervisor designated by the head of that department as having authority to authorize overtime.
- d. All personnel assigned to INET for any INET functions shall be under the supervision and control of the parent agency until withdrawn by that officer's agency. The details of all INET procedures and operations shall be under the direction of the parent agency.
- e. All Parties shall maintain liability insurance, including false arrest coverage, covering tortuous conduct by its law enforcement officers assigned to INET with minimum limits of \$1,000,000.00. Any Party may demand proof of such insurance from any or all other Parties at any time.

3.8 *Withdrawal from INET*

It is agreed, acknowledged and understood that any Party hereto may withdraw from this Agreement at any time by giving 30-day notice, in writing, of intentions to do so to the Chair of the INET Administrative Board. In the event of such withdrawal, the Agreement shall remain in full force and effect as to all remaining Parties.

3.9 *Attachments*

The Parties agree under Washington's recently passed Keep Washington Working (KWW)

law, local Law Enforcement Agencies (LEAs), or amendments thereto, are generally prohibited from enforcing federal immigration law (see RCW 10.93.160). The Parties agree under Reproductive Health Care Investigations Law (Governor's Directive 22-12) the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions or other legal actions stated in *Exhibit A* (attached hereto and incorporated herein).

3.10 Amendments

The recitals are incorporated into this Agreement by this reference. This Agreement represents the entire integrated agreement between the Parties, superseding all prior negotiations, representations or agreements, written or oral. No amendment hereto shall be binding unless the terms thereof are in writing signed by all Parties. No verbal or other agreements modify or affect this Agreement.

3.11 Effective Date and Duration

This Agreement shall enter into force upon compliance with RCW 39.43.040. The Agreement shall become effective retroactively from January 1, 2022, and shall expire on December 31, 2025.

3.12 Applicable Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any court action involving a dispute under this Agreement shall be in the Superior Court in Grant County, Washington.

3.13 Severability

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

3.14 Interpretation

This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

3.15 Records

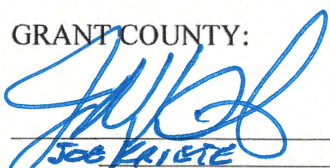
The parent agency shall be responsible to receive and respond to any public record request made under Ch. 42.56 RCW to INET or the INET Administrative Board for records the parent agency is responsible to keep under the INET policy and procedure manual. Prior to the release of any INET records to the requestor, the parent agency shall provide notice of the records request to the Party that assigned the case number to the incident, if any; and shall provide that Party at least ten business days before the release of the records so that the Party has a reasonable opportunity to bring an action to prevent the release of such records. If no case number has been assigned to the incident, then the parent agency is under no obligation to provide notice of the records request to any Party.

4. EXECUTION

This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon that party's execution of a counterpart original.

IN WITNESS HEREOF, the following parties hereto have executed this Agreement on the dates written below.

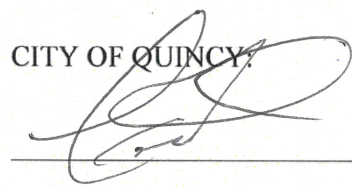
GRANT COUNTY:



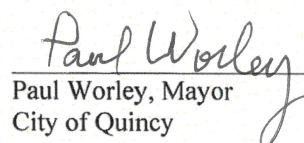
Ryan Reetenwald, Sheriff Date 4/06/2023
Grant County Sheriff's Office

Rob Jones, Chair er Date
Grant County Board of County Commissioners

CITY OF QUINCY:

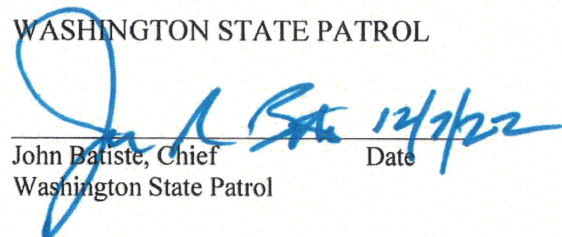


Kieth Siebert, Chief Date
Quincy Police Department




Paul Worley, Mayor Date 12-20-22
City of Quincy

WASHINGTON STATE PATROL



John Batiste, Chief Date 12/7/22
Washington State Patrol

Approved as to form:



(Printed Name)



(Signed)

Deputy Prosecuting Attorney

Date: 1/6/22

EXHIBIT A

Keep Washington Working Law

Under Washington's recently passed Keep Washington Working (KWW) law, local Law Enforcement Agencies (LEAs) are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. This prohibition is in recognition of the fact that, standing alone, an individual's unauthorized presence in the United States is not a violation of state or local law. Thus, neither LEAs nor any of their members may contract in any way to provide civil or non-criminal immigration enforcement assistance, including through agreements for task force participation, mutual aid, data sharing, communications dispatch, or any other agreement that shares resources and/or provides data as described herein.

Therefore, to comply with KWW, the parties to the Agreement shall not use or share participating LEAs resources and/or data, including any individuals' personal information ascertained by a participating LEA or its personnel, with any third parties or to support or engage in civil or non-criminal immigration enforcement activities.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, and family members' names, absent a court order, judicial warrant, or as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this agreement and shall be reported to the participating LEAs designated official.

Reproductive Health Care Investigations Law

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor's Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions or other legal actions.

Neither WSP nor any of its employees or subdivisions may contract in any way to provide civil or criminal cooperation or assistance with abortion and other reproductive health care investigations, prosecutions or other legal actions, including through agreements for task force participation, mutual aid, data sharing, communications dispatch, or any other agreement that shares resources and/or provides data as described herein. WSP shall not use or share WSP resources and/or data, including any individuals' personal information ascertained by the WSP or its personnel, with any third parties to support or engage in abortion or other reproductive health care investigations, prosecutions or other legal actions. Therefore, to comply with Governor's directive 22-12 and applicable statutes, the parties to the Agreement shall not use or share WSP resources and/or data, including any individuals' personal information ascertained by the WSP or its personnel, with any third parties or to support or engage abortion or other reproductive health care investigations, prosecutions, or other legal actions.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, reproductive health care history, and family members' names, absent a court order, judicial warrant, except as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this agreement and shall be reported to a designated WSP official.

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN GRANT
COUNTY, GRANT COUNTY SHERIFF'S
OFFICE, QUINCY POLICY DEPT, WA
STATE PATROL**

RESOLUTION No. 23- -CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision of the State of Washington, by and through Grant County Sheriff's Office, Quincy Policy Department and the Washington State Patrol are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the County desires to enter into an agreement for the purpose of defining the goals of the organization commonly known as the Interagency Narcotics Enforcement Team (INET).

WHEREAS, the County, Grant County Sheriff's Office, Quincy Policy Dept and Washington State Patrol desire to memorialize the terms and conditions of the Agreement between the parties regarding the agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Interlocal Agreement defining the goals of INET between Grant County, Grant County Sheriff's Office, Quincy Policy Dept and the Washington State Patrol be executed by and between the aforementioned parties on January 17, 2023.

PASSED AND ADOPTED this ____ day of January, 2023.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain

☐ ☐ ☐

Rob Jones, Chair

☐ ☐ ☐

Cindy Carter, Vice-Chair

ATTEST:

Barbara J Vasquez
Clerk of the Board

☐ ☐ ☐

Danny E. Stone, Member